

CHARGES FOR TRANSPORTATION SERVICES

1A ISSUING CARRIER BUREAU AGENCY OR CONFERENCE

2A TENDER NO. ICC

2B SUPPLEMENT NO.

20. GENERAL TERMS AND CONDITIONS

a. Lawful Performance: Operating authorities

The carrier(s) represent(s) to the United States that the services provided in this tender will be performed in accordance with applicable Federal, state, and municipal laws and regulations and the carrier(s) hold(s) the required operating authority to transport the commodity from, to, or between the places specified in the authorized certificates, permits or temporary operating authorities.

b. Charges and allowances

Except as otherwise provided in this tender, shipments made under the provisions of this tender are entitled to those additional services and privileges as are provided separately published tariffs or tenders to which the carrier(s) participates, including additional tariff or tender charges. Rules and regulations applicable to such services and privileges.

c. Payment

Except for shipments covered by item 21 (3) or 21 (4) below, the carrier shall bill the United States on Standard Form 1113, Public Voucher for Transportation Charges, appropriately supported. Carriers shall send bills to the Charges to be billed to address shown on the face of the Standard Form 1113, U.S. Government Bill of Lading.

d. References

Where reference is made in this tender to an item, tender, tariff or classification, the reference shall be construed to include the supplements, amendments or releases of that item, tender, tariff or classification, unless otherwise specified in this tender.

e. Cancellation or amendment

This tender may be canceled or amended by the carrier(s) on written notice of not less than thirty (30) calendar days, except for shipments made from the original point of origin (or port of importation, where appropriate) before the effective date of the notice and except for any accrued rights and liabilities of either party to the tender. Cancellations or amendments may be made upon shorter notice by mutual agreement between the Government and the carrier(s) concerned.

f. Filing with regulatory bodies

The carrier(s) certifies that, where required, the necessary copies of this tender shall be filed concurrently with the Interstate Commerce Commission as stated in Section 10721(b)(2) of the Interstate Commerce Act, or with other regulatory bodies, as appropriate.

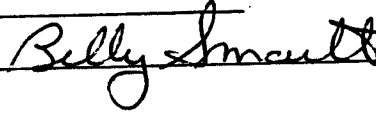
g. Alterations and volume traffic

This tender shall not apply where charges for services provided under this tender exceed charges otherwise applicable for the same service. Receipt and acceptance of this tender, by the Government shall not considered as a guarantee to the carrier of a particular volume of traffic described in this tender.

21. CARRIER(S) OFFER AND INSTRUCTIONS

I am (we are) authorized to and offer on a continuing basis to the United States Government (subsequently called the Government) based on Section 10721 of the Interstate Commerce Act or other appropriate authority, the transportation services described in this tender. Subject to the terms and conditions stated in this tender, the property to which rates apply must be shipped by or for the Government (1) on Government Bills Of Lading; (2) on commercial bills of lading endorsed to show that such bills of lading are to be exchanged for Government bills of lading at destination or converted to Government bills of lading after delivery to the consignee; (3) on commercial bills of lading showing that the Government is either the consignor or the consignee and endorsed with the following legend: "Transportation under this tender is for the Department of Energy, and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to and are to be reimbursed by the Government." (4) on commercial bills of lading endorsed with the following legend: "Transportation under this tender is for the Department of Energy, and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to and are to be reimbursed by the Government." This may be confirmed by contacting the agency at contract no. 22.

PARTY(IES) REPRESENTING CARRIER(S)	
PARTICIPATING CARRIER	PARTICIPATING CARRIER
BY (SIGNATURE AND TITLE OF AUTHORIZED OFFICER)	BY (SIGNATURE AND TITLE OF AUTHORIZED OFFICER)
ADDRESS	ADDRESS

22.  PRESIDENT SIGNATURE(S) OF PARTY	
ISSUING CARRIER, BUREAU, AGENCY OR CONFERENCE FLUID TRANSPORTS, INC.	
BY (SIGNATURE AND TITLE OF AUTHORIZED OFFICER) BILLY SMARTT PRESIDENT	
ADDRESS P.O. BOX 99 SNYDER, TX 79550	